

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

**RECEIVED**

APR 13 1998

In re Application of:

Trinity Broadcasting of Florida, Inc.  
for Renewal of License of Station  
WHFT-TV, Miami, Florida

)  
) **FEDERAL COMMUNICATIONS COMMISSION**  
**OFFICE OF THE SECRETARY**

) MM Docket No. 93-75  
) BRCT-911001LY

**DOCKET FILE COPY ORIGINAL**

To the Commission

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT**

The Spanish American League Against Discrimination ("SALAD"), Trinity Christian Center of Santa Ana, Inc. d/b/a/ Trinity Broadcasting Network ("Trinity"), Trinity Broadcasting of Florida, Inc. ("TBF") and National Minority T.V., Inc. ("NMTV") respectfully request approval of their Agreement dated April 13, 1998 ("the Agreement"), appended hereto as Exhibit 1. Trinity, TBF and NMTV are collectively referred to herein as the "Companies".

The Agreement is intended to resolve a dispute between SALAD and the Companies which led to the filing by SALAD with the FCC on January 2, 1992 of a petition to deny the license renewal application of WHFT-TV (BRCT-911001LY, application in hearing status in MM Docket No. 93-75). If approved, the Agreement would fully dispose of the petition to deny and all other papers filed by SALAD in the WHFT-TV litigation. All parties hereto respectfully request expeditious approval of this Joint Request and the Agreement, grant of the above-referenced application, and the withdrawal, or in the alternative, dismissal or denial of all papers filed by SALAD in the WHFT-TV litigation.

The Agreement contemplates that Trinity will:

No. of Copies rec'd  
LABODE

0+14

- (a) provide the sum of Fifty Thousand Dollars (\$50,000) (the "Miami Broadcast Endowment") to endow a new nonprofit entity to be known as the Antonio Maceo Scholarship Fund (the "Broadcast Fund"). The Broadcast Fund will provide merit-based scholarships to Florida residents of any race and either gender, enrolled in good standing at Miami-Dade Community College or another accredited Florida institution of higher education, who are pursuing a course of studies in broadcasting or mass communications or planning a career in broadcasting or mass communications.
- (b) provide the sum of Fifty Thousand Dollars (\$50,000) (the "Miami Bilingual Endowment") to endow a new nonprofit entity to be known as the Jorge Mas Canosa Scholarship Fund (the "Bilingual Fund"). The Bilingual Fund will provide need-based scholarships to Florida residents of any race and either gender, enrolled in good standing at Miami-Dade Community College or another accredited Florida institution which provides bilingual education to immigrants seeking to become American citizens, and who, without financial assistance, would find it difficult or impossible to complete a course of study in bilingual education.

The Broadcast Fund and the Bilingual Fund will be managed, consistently with the provisions of the Agreement, by a trustee, Alfredo De Armas, Esq., who is not an officer or director of SALAD.

SALAD, and any person or organization affiliated with SALAD, shall be ineligible to be a grantee of the Broadcast Fund or the Bilingual Fund. See Agreement, ¶¶1-2. Moreover, the California NAACP, the Alaska/Oregon/Washington State Conference of Branches of the NAACP and the League of United Latin American Citizens, and persons or organizations affiliated with them, shall also be ineligible to be grantees.<sup>1/</sup> Id.

---

<sup>1/</sup> Agreements settling related litigation with, inter alia, Trinity, are being filed this date. The citizen group parties to those agreements are the California NAACP, the Alaska/Oregon/Washington State Conference of Branches of the NAACP, and the League of United Latin American Citizens. Each agreement provides that a person or organization prohibited from being a beneficiary of funds flowing through one of the agreements is also prohibited from being a beneficiary of funds flowing through another one of the agreements.

In support of the Agreement, SALAD is submitting, as Exhibit 2, documentation of its attorneys fees and expenses. Such fees and expenses exceed the sum which Trinity has agreed to reimburse should this Agreement be approved.<sup>2/</sup>

The Agreement expresses the totality of the understandings among the parties hereto, and there are no other written agreements nor any oral agreements among the parties hereto.

Appended as Exhibits 3-5 are the declarations of no consideration of Trinity and TBF, NMTV and SALAD. These declarations comply with the Commission's requirements applicable to citizen-broadcaster agreements.<sup>3/</sup>

Reimbursement of these expenses comports with the FCC's policies on petitions to deny.<sup>4/</sup>

WHEREFORE, the relief sought herein should be granted in its entirety.

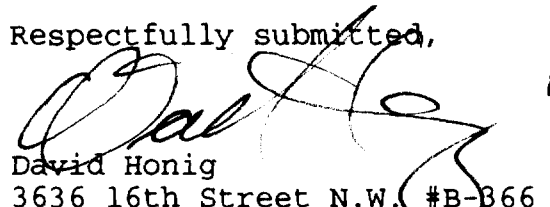
---

<sup>2/</sup> As a party to the Miami, Florida proceeding, NMTV is a party to this Agreement. However, NMTV will not be contributing to the reimbursement of SALAD's expenses. TBF also will not be contributing to the reimbursement of SALAD's expenses.

<sup>3/</sup> Prevention of Abuses of the Renewal Process, 4 FCC Rcd 4780, 4785-86 (1989).

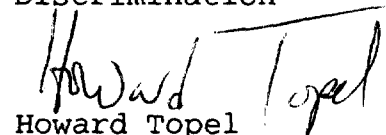
<sup>4/</sup> Id.

Respectfully submitted,



David Honig  
3636 16th Street N.W. #B-366  
Washington, D.C. 20010  
(202) 332-7005

Counsel for the Spanish American League Against  
Discrimination



Howard Topel  
Fleischman & Walsh  
1400 16th Street N.W.  
Washington, D.C. 20036  
(202) 939-7900  
Counsel for Trinity Christian Center of Santa  
Ana, Inc. d/b/a/ Trinity Broadcasting Network and  
Trinity Broadcasting of Florida, Inc.


Kathryn Schmeltzer  
Fisher, Wayland, Cooper, Leader & Zaragoza  
2001 Pennsylvania Ave. N.W.  
Washington, D.C. 20006  
(202) 659-3494  
Counsel for National Minority T.V., Inc.

April 13, 1998

Respectfully submitted,

David Honig  
3636 16th Street N.W. #B-366  
Washington, D.C. 20010  
(202) 332-7005  
Counsel for the Spanish American League Against  
Discrimination

Howard Topel  
Fleischman & Walsh  
1400 16th Street N.W.  
Washington, D.C. 20036  
(202) 939-7900  
Counsel for Trinity Christian Center of Santa  
Ana, Inc. d/b/a/ Trinity Broadcasting Network and  
Trinity Broadcasting of Florida, Inc.

  
Kathryn Schmeltzer  
Fisher, Wayland, Cooper, Leader & Zaragoza  
2001 Pennsylvania Ave. N.W.  
Washington, D.C. 20006  
(202) 659-3494  
Counsel for National Minority T.V., Inc.

April \_\_, 1998

**EXHIBIT 1**

## **SETTLEMENT AGREEMENT**

This settlement agreement ("Agreement") is made this 13<sup>th</sup> day of April 1998 by and among the Spanish American League Against Discrimination ("SALAD"), Trinity Christian Center of Santa Ana, Inc. d/b/a Trinity Broadcasting Network ("Trinity"); Trinity Broadcasting of Florida, Inc. ("TBF"); and National Minority T.V., Inc. ("NMTV"). All of these entities are collectively referred to as the "Parties".

### **RECITALS**

**WHEREAS**, Trinity is licensed by the Federal Communications Commission ("FCC") as a broadcast licensee;

**WHEREAS**, TBF is the licensee of station WHFT(TV), Miami, Florida;

**WHEREAS**, SALAD is the petitioner to deny the application of WHFT(TV) for renewal of its license (BRCT-911001LY; petition to deny filed January 2, 1992; application in hearing status in MM Docket No. 93-75) (the "SALAD/Trinity Litigation");

**WHEREAS**, NMTV is a party to the SALAD/Trinity Litigation;

**WHEREAS**, Trinity, TBF, and NMTV are individually and collectively referred to herein as the "Companies";

**WHEREAS**, settlement agreements are concurrently being executed by the Companies, their affiliates and/or subsidiaries with the following organizations unrelated to SALAD: the League of United Latin American Citizens, including its state and local affiliates ("LULAC"), and the California State Conference of Branches of the NAACP and the Alaska/Oregon/Washington State

Conference of Branches of the NAACP (the latter being successor to the Oregon/Washington State Conference of Branches of the NAACP), including its Portland Branch(collectively the "NAACP");

**WHEREAS**, the litigation being settled by LULAC is referred to herein as the "LULAC/Trinity/NMTV Litigation" and the litigation being settled by the NAACP is referred to herein as the "NAACP/NMTV/Trinity Litigation." The LULAC/Trinity/NMTV Litigation, the SALAD/Trinity Litigation, and the NAACP/NMTV/Trinity Litigation are collectively referred to herein as the "Trinity/NMTV Litigation".

**WHEREAS**, SALAD's participation in the SALAD/Trinity Litigation was intended to foster minority entrepreneurship and employment in the media and other industries;

**WHEREAS**, SALAD believes that the public interest benefits in the form of practical equal opportunity accomplishments that will flow from this Agreement will substantially outweigh those that would come from SALAD's continued participation in the Trinity/NMTV Litigation;

**WHEREAS**, the Parties to this Agreement believe that a settlement of the longstanding litigation between the Parties will conserve FCC resources as well as the resources of the Parties, and will further the interest of justice;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and intending to be bound, the Parties agree as follows:



**1. Creation of the Antonio Maceo Scholarship Fund**

Trinity will provide the aggregate sum of Fifty Thousand Dollars (\$50,000.00) (the "Miami Broadcast Endowment") to endow a new nonprofit entity to be known as the Antonio Maceo Scholarship Fund (the "Broadcast Fund"). The Broadcast Fund is named for Antonio Maceo, who is one of the three great liberators of Cuba in the 19th Century.

The Broadcast Fund will provide merit-based scholarships to persons of any race or either gender. A recipient of such a scholarship must be:

- (a) a resident of the State of Florida;
  - (b) enrolled in good standing at Miami-Dade Community College or another accredited Florida institution of higher education;
  - (c) pursuing a course of studies in broadcasting or mass communications or planning a career in broadcasting or mass communications;
  - (d) a person of outstanding character and integrity;
- and
- (e) a person whose record of community service and whose plans for future public service embody the goals and values of Antonio Maceo, for whom the Miami Broadcast Fund is named.

The Broadcast Fund will be administered by an independent Trustee, Alfredo De Armas, Esq., who is not an officer or director of SALAD. The Trustee's reasonable and prudent expenses

may be reimbursed from the corpus of the Miami Broadcast Endowment.

The following persons, including their parents or guardians, children, spouses, brothers, sisters or counsel (collectively, the "Restricted Persons") shall be ineligible to serve as a trustee of the Broadcast Fund or as a recipient of a scholarship provided by the Broadcast Fund; and they may not, in any other way, directly or indirectly, control or receive any of the Miami Broadcast Endowment:

- (a) persons who are, or during any portion of the SALAD/Trinity Litigation were officers or directors of SALAD;
- (b) members of SALAD, members of the NAACP, or members of LULAC who, in such membership capacity, executed declarations appended to pleadings filed in the Trinity/NMTV Litigation; and
- (c) any attorney for SALAD in the Trinity/NMTV Litigation.

It is understood that by virtue of their making of the Broadcast Fund or their entering into this Agreement, the Companies take no position on any of the substantive positions or issues which any Grantee might come to adopt.

**2. Creation of the Jorge Mas Canosa Bilingual Education Fund**

Trinity will provide the aggregate sum of Fifty Thousand Dollars (\$50,000.00) (the "Miami Bilingual Endowment") to endow a new nonprofit entity to be known as the Jorge Mas Canosa Bilingual Education Fund (the "Bilingual Fund"). The Bilingual

Fund is named for Jorge Mas Canosa, a distinguished Cuban American freedom fighter and strong advocate of bilingual education who passed away in November, 1997.

The Bilingual Fund will provide merit-based scholarships to persons of any race or either gender. A recipient of such a scholarship must be:

- (a) a resident of the State of Florida;
  - (b) enrolled in good standing at Miami-Dade Community College or another accredited Florida institution of higher education;
  - (c) pursuing a course of studies in broadcasting or mass communications or planning a career in broadcasting or mass communications;
  - (d) a person of outstanding character and integrity;
- and
- (e) a person whose record of community service and whose plans for future public service embody the goals and values of Jorge Mas Canosa, for whom the Miami Bilingual Fund is named.

The Bilingual Fund will be administered by an independent Trustee, Alfredo De Armas, Esq., who is not an officer or director of SALAD. The Trustee's reasonable and prudent expenses may be reimbursed from the corpus of the Miami Bilingual Fund.

The following persons, including their parents or guardians, children, spouses, brothers, sisters or counsel (collectively, the "Restricted Persons") shall be ineligible to serve as a trustee of the Bilingual Fund or as a recipient of a scholarship

provided by the Bilingual Fund; and they may not, in any other way, directly or indirectly, control or receive any of the Miami Bilingual Fund:

- (a) persons who are, or during any portion of the SALAD/Trinity Litigation were officers or directors of SALAD;
- (b) members of SALAD, members of the NAACP, or members of LULAC who, in such membership capacity, executed declarations appended to pleadings filed in the Trinity/NMTV Litigation; and
- (c) any attorney for SALAD in the Trinity/NMTV Litigation.

It is understood that by virtue of their making of the Bilingual Fund or their entering into this Agreement, the Companies take no position on any of the substantive positions or issues which any Grantee might come to adopt.

### **3. Condition Relative to Other Settlements**

A condition of this Agreement is that settlement agreements be executed among NMTV, Trinity, and/or Trinity's affiliates and subsidiaries, as appropriate, and LULAC, the NAACP, Glendale Broadcasting Company ("Glendale"), Maravillas Broadcasting Company ("Maravillas"), George F. Gardner ("Gardner"), and James C. Gates ("Gates"), providing for settlement of the disputes among them in all FCC proceedings in which they are applicants, petitioners, and/or parties; that the FCC approve such settlement agreements; and that such approvals become Final as defined in Section 8 hereof. Glendale or Maravillas have filed applications at the FCC that are mutually exclusive with

applications for renewal of license filed by Trinity for WHSG(TV), Monroe, Georgia, and KTBN-TV, Santa Ana, California; by affiliates or subsidiaries of Trinity for WHFT(TV), Miami, Florida, and WTBY(TV), Poughkeepsie, New York; and by NMTV for KNMT(TV), Portland, Oregon; and Glendale and/or Maravillas have filed petitions to deny against certain applications filed by Trinity/NMTV and principals of NMTV. Gardner is the sole stockholder of Glendale, and Gardner and Gates are the sole stockholders of Maravillas.

**4. Joint Petition for Approval of Agreement**

Within ten (10) business days following the execution of this Agreement, the Parties hereto will file the Agreement with the FCC. Within ten (10) business days following the execution of this Agreement, the Parties will also file a joint petition, including any necessary or appropriate waiver requests, asking the FCC:

(a) to grant SALAD leave to withdraw all papers it has filed in the Trinity/NMTV Litigation, including papers requesting the transfer of outstanding issues in former or dormant proceedings into active and pending proceedings, or else to dismiss or deny such papers;

(b) approve this Agreement and the settlement agreements described in Section 3 hereof;

(c) grant for a full term (or the remainder of a full term) the renewal application, including any supplemental applications, of WHFT(TV), Miami, Florida, thus holding Trinity,

TBF, and their officers and directors qualified to hold broadcast licenses and remain the licensee of WHFT(TV) and without any adverse resolution with respect to NMTV.

**5. Making of the Miami Broadcast Endowment**

Within five (5) business days after this Agreement is executed, Trinity will forward the aggregate sum of Fifty Thousand Dollars (\$50,000.00), representing the entirety of the Miami Broadcast Endowment, to the escrow account of Fleischman and Walsh, L.L.P. ("Fleischman and Walsh"). Fleischman and Walsh will notify counsel for SALAD when it has deposited said \$50,000.00 in its escrow account. On the Closing Date (as defined below), Fleischman and Walsh will pay said \$50,000.00 by certified or bank cashier's check or confirmed wire transfer to "Eduardo Peña and Associates Trust Account", understanding that Eduardo Peña, Esq., will thereafter act as escrow agent for SALAD and act in accordance with the representations in Section 1. Interest earned on the Miami Broadcast Endowment while in the Fleischman and Walsh escrow account will be paid to Trinity. In lieu of the escrow account described above, Trinity may timely secure the making of the Miami Broadcast Endowment through delivery of letters of credit provided, however, that SALAD in its discretion may reject any letter of credit provided by Trinity or NMTV, in which case Trinity and NMTV shall establish the required escrow account by the close of the next business day following written notice of such rejection.

**6. Making of the Miami Bilingual Endowment**

Within five (5) business days after this Agreement is executed, Trinity will forward the aggregate sum of Fifty Thousand Dollars (\$50,000.00), representing the entirety of the Miami Bilingual Endowment, to the escrow account of Fleischman and Walsh, L.L.P. ("Fleischman and Walsh"). Fleischman and Walsh will notify counsel for SALAD when it has deposited said \$50,000.00 in its escrow account. On the Closing Date (as defined below), Fleischman and Walsh will pay said \$50,000.00 by certified or bank cashier's check or confirmed wire transfer to "Eduardo Peña and Associates Trust Account", understanding that Eduardo Peña, Esq., will thereafter act as escrow agent for SALAD and act in accordance with the representations in Section 2. Interest earned on the Miami Bilingual Endowment while in the Fleischman and Walsh escrow account will be paid to Trinity. In lieu of the escrow account described above, Trinity may timely secure the making of the Miami Bilingual Endowment through delivery of letters of credit provided, however, that SALAD in its discretion may reject any letter of credit provided by Trinity or NMTV, in which case Trinity and NMTV shall establish the required escrow account by the close of the next business day following written notice of such rejection.

**7. Reimbursement of Legal Expenses**

Trinity will reimburse a portion of the legitimate and prudent legal expenses and out of pocket costs of SALAD's attorneys, Eduardo Peña, Esq., Ronda Robinson, Esq., and David

Honig, Esq., in connection with all of the SALAD/Trinity Litigation and in connection with the negotiations resulting in this Agreement. The total amount to be reimbursed shall be One Hundred Forty-Three Thousand Five Hundred Dollars (\$143,500.00), or such lesser amount as the FCC shall approve (the "SALAD Reimbursement Amount"). Within five (5) business days after this Agreement is executed, Trinity will forward the SALAD Reimbursement Amount to the Fleischman and Walsh escrow account. Fleischman and Walsh will notify counsel for SALAD when it has deposited the SALAD Reimbursement Amount in its escrow account. On the Closing Date (as defined below), Fleischman and Walsh will pay the SALAD Reimbursement Amount by certified or bank cashier's check or confirmed wire transfer to "David E. Honig, Esq., Escrow Account", understanding that David E. Honig will thereafter act as escrow agent for SALAD. Interest earned on the SALAD Reimbursement Amount while in the Fleischman and Walsh escrow account, and any part of the SALAD Reimbursement Amount not approved by the FCC, will be paid to Trinity. In lieu of the escrow account described above, Trinity may timely secure payment of the SALAD Reimbursement Amount through delivery of letters of credit provided, however, that SALAD in its discretion may reject any letter of credit provided by Trinity or NMTV, in which case Trinity and NMTV shall establish the required escrow account by the close of the next business day following written notice of such rejection.



**8. Closing Date**

The Closing Date shall be the first business day that is five business days after the FCC, on its own or pursuant to delegated authority, has approved this Agreement and the settlement agreements described in Section 3 hereof, and such approvals are Final. An approval shall be "Final" when the order or orders granting the approval are no longer subject to reconsideration, review, or appeal by any administrative, judicial, or other body, and no timely request for such reconsideration or review or such appeal has been filed.

**9. Diligent Prosecution of Request for Approval**

The Parties will cooperate with each other and with the FCC by expeditiously providing to each other, or to the FCC, or both, as the case may be, all additional information that may be necessary or appropriate to comply with Section 73.3588 of the FCC's Rules and to achieve FCC approval of this Agreement. The Parties will provide to the FCC in a timely manner such information as it requests. The Parties agree to use all reasonable efforts in the preparation and filing of all documents that may be necessary or appropriate to reach the results contemplated by this Agreement. None of the Parties will communicate with representatives of the Mass Media Bureau or other FCC personnel concerning this Agreement or the joint petition without the presence or participation by telephone of any other Parties to this Agreement who desire to be present or participate in the communication.

**10. Reformation of Agreement**

In the event the FCC, on its own or by delegated authority, does not approve any aspect of this Agreement, the Parties will confer within seven days of their receipt of notice of such ruling to attempt, in good faith, to reform the Agreement to satisfy their mutual objectives and respond to the FCC's objections.

**11. Remedies for Breach and Default**

Unless otherwise provided, the following terms shall govern in the event of any default of the terms of this Agreement:

(a) In the event that any party materially breaches this Agreement, the breaching party shall have ten (10) days from receipt of written notice of the breach from any other party to cure said breach, after which time the breaching party shall be deemed to be in default. Failure to give written notice of any breach of any provision of this Agreement in one instance will not be deemed waiver of any breach of the same provision or any other provision of this Agreement in any other instance.

(b) The benefits conferred on the Parties under this Agreement are such that monetary damages may not be adequate compensation for a default hereunder. Therefore, specific performance will be appropriate for a default under this Agreement in addition to other legal or equitable remedies, including monetary damages, available under this Agreement or under the laws of the District of Columbia.

**12. Interim Filings with FCC**

Beginning upon the execution of this Agreement, and continuing while this Agreement is in effect, none of the Parties will, directly or indirectly, singularly or collectively, oppose or petition against any interest of any of the Parties, their principals, subsidiaries, or affiliates, or any party commonly controlled by any of the Parties, at the FCC. Subject to that limitation, any of the Parties may: (a) file documents required by law or by FCC regulations such as amendments and reports under Section 1.65 of the FCC's Rules; (b) file responses necessary to protect their respective positions before the FCC and in response to agency inquiries and to petitions, complaints or other pleadings that may be filed by government counsel or any outside party, person or entity; and (c) file documents designed to facilitate approval of the joint petition that will not adversely affect the rights of any of the Parties under this Agreement.

**13. Forbearance of Future Filings Against the Companies**

Beginning upon the execution of this Agreement and continuing until this Agreement is terminated or for a period of ten (10) years, neither SALAD nor any of its principals, nor any of its subsidiaries or affiliates, nor any party, person or entity commonly controlled or otherwise subject to the control of SALAD or any of its principals or any of their subsidiaries, affiliates, representatives, or agents will:

(a) bring any litigation in any forum against any of the Companies, except in the event that there has been a default

of this Agreement, then SALAD may seek redress in the appropriate forum if and only if SALAD has first promptly brought such concerns to the attention of the Company in question and has worked diligently and in good faith with that Company to attempt to resolve those concerns; or

(b) file, or encourage, induce, pay, assist or cooperate with any other party, person or entity to file, any document with the FCC (including, but not limited to, any petition to deny, informal objection or mutually exclusive application) (excluding documents applicable to the broadcast industry as a whole; documents verified by affidavits of at least a majority of the full-time employees at a broadcast station alleging race discrimination and involving one of the Companies; or documents applicable to any waiver request on a long form application filed on FCC Forms 314 or 315 by one of the Companies of the alien ownership limitations of Section 310 of the Communications Act of 1934, as amended, 47 USC §310) or take any other action that opposes the grant of any application to which the Companies, any subsidiary or affiliate thereof, or any of their principals is a party, or any entity with which the Companies or any subsidiary or affiliate thereof or any of their principals has an agreement to provide programming for more than 15% of the broadcast time of a broadcast station. In all events, SALAD may only seek redress within the limits noted in this paragraph 11(b) and then if and only if it has first promptly brought such concerns and documents to the Companies (or any

subsidiary or affiliate of one or more of the Companies, or any organization with which any of the Companies or their principals has an agreement to provide programming for more than 15% of the broadcast time of a broadcast station) and has worked diligently and in good faith with the Companies to attempt to resolve those concerns.

**14. Termination of Agreement**

(a) This Agreement may be terminated by any Party (by ten days written notice to the other Parties) in the event of a final order or orders denying the joint petition or in the event of an order designating the joint petition for hearing.

(b) This Agreement may be terminated by any Party (by ten days written notice to the other Parties) in the event that

- (i) a default under Section 11(a) hereof occurs, and the terminating Party is not then in default under the Agreement,
- (ii) at any time when the joint petition has not yet been filed the FCC issues a decision granting or denying the license renewal application of Trinity for WHFT(TV) in the Miami, Florida, proceeding and granting or denying the competing application of Glendale in that proceeding.

(c) Upon termination of this Agreement as provided in this ¶14, the Parties will return to the adversarial litigation status quo ante, in which the settlement and statements made and positions taken in furtherance of the settlement may not be offered in evidence or as the basis for argument on the merits of the litigation.

**15. Communications Regarding Agreement**

Communications under or with regard to this Agreement will be given in writing addressed as set forth in Appendix A or to such other address, person or entity as may be designated by notice in writing. Any such communication will be deemed to have been given three business days after mailing by registered or certified mail or one business day after mailing by express mail or use of overnight/same day delivery service.

**16. Power and Authority to Execute and Perform**

Each party represents and warrants (a) that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions under this Agreement and (b) that the execution and delivery of this Agreement and consummation of the transactions have been authorized by all necessary action on the part of the party and its principals.

**17. Other Provisions**

(a) All Parties represent that this Agreement will not conflict with any other agreement to which such Party is a party or is bound, and that no consents or approvals by any other party, person or entity except the FCC are required for them to execute, deliver and carry out the terms of this Agreement.

(b) The Parties and their principals represent and warrant that they have read and understand this Agreement, that they execute this Agreement voluntarily as their own free act and deed in good faith and with knowledge of its significance, effects and consequences.

(c) This Agreement is the only agreement among the Parties and contains all of the terms and conditions with respect to the subject matter of the Agreement. The Agreement may be amended only in writing signed by all Parties affected by the amendment.

(d) This Agreement is binding upon and inures to the benefit of the Parties, their officers, directors, stockholders, agents, employees, affiliates, related companies and entities, successors, heirs, legatees and assigns.

(e) This Agreement will be construed under the laws of the District of Columbia.

(f) Headings are for convenience and do not alter the meaning of the text to which they refer.

(g) This Agreement may be executed in counterparts, and signatures may be transmitted by electronic means.

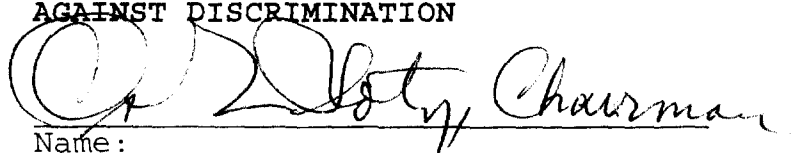
In witness whereof, the Parties have affixed their signatures to this Agreement effective as of the date first written above.

SPANISH AMERICAN LEAGUE  
AGAINST DISCRIMINATION

By:

Name:

Title:

 Chairman

TRINITY CHRISTIAN CENTER OF SANTA ANA,  
INC. d/b/a TRINITY BROADCASTING  
NETWORK

By: Terrence Hickey  
Name: TERRENCE HICKEY  
Title: ASST. SECY

TRINITY BROADCASTING OF FLORIDA, INC.

By: Terrence Hickey  
Name: TERRENCE HICKEY  
Title: ASST. SECY

National Minority T.V., INC.

By: \_\_\_\_\_  
Name:  
Title:



TRINITY CHRISTIAN CENTER OF SANTA ANA,  
INC. d/b/a TRINITY BROADCASTING  
NETWORK

By: \_\_\_\_\_  
Name:  
Title:

TRINITY BROADCASTING OF FLORIDA, INC.

By: \_\_\_\_\_  
Name:  
Title:

National Minority T.V., INC.

By: James P. Duff  
Name: James P. Duff  
Title: President